746.

SUPREME COURT OF THE UNITED STATES.

No. 78.

MARY ANN CONNOR, PLAINTIFF IN ERROR,

vs.

HENRY BRADLEY AND MARY, HIS WIFE, DEFENDANTS IN ERROR.

IN ERROR TO THE CIRCUIT COURT U. S. FOR WASHINGTON, D. C.

INDEX.

	Original.	Print.
Petition to Mr. Justice Catron	3	3
Writ of Error	5	4
Citation	6	4
Copy of Appeal Bond	7	5
Style of Court and parties	9	6
Nar.	10	6
Notice to Terre Tenant	12	7
Marshal's return	13	8
Appearance of Landlord	13	8
Defence on title, not guilty, and issue joined	15	9
Venire facias and Jury	15, 16	10
Verdict and judgment	16	10
Defendant's 1st bill of exceptions	17	11
" 2d " "	20	12
Clerk's certificate and seal	36	20

S. D. Langtree, Print.

To the Hon. Mr. Justice Catron.

The petition of Mary Ann Connor humbly represents that at November term, 1839, of the Circuit Court of the District of Columbia, for the county Washington, judgment was rendered against her in an action of ejectment brought by the lessee of Henry Bradley and wife, for a certain piece or portion of ground in the city of Washington, as will more fully appear by a copy of the record and proceedings in said cause, and hereto annexed.

And the said Mary Ann Connor assigns errors in said proceedings, as follows:

First. In the courts refusing the prayer asked by her as stated in the first bill of exceptions.

Secondly. In the instruction given by the court to the jury, as stated in the second bill of exceptions.

Thirdly. In the rendition of the judgment set forth in said record.

Wherefore your petitioner prays that your Honor will issue an order to the clerk of said court, directing him to issue a writ of error under the terms and *and* conditions prescribed by law in all such cases, and as in duty bound, she will ever pray, &c.

MARY ANN CONNOR.
By BRENT & BRENT.

Whereupon his Honor issued the following order to the clerk of the Circuit Court of the District of Columbia, for the county of Washington, to wit:

The writ of error is awarded upon the terms and conditions prescribed by law; the clerk of the Circuit Court U. S. for the county of Washington, D. C., will issue a writ of error in the within entitled case, the plaintiff in error giving a bond with good and sufficient security, to answer all damages and costs, if he fails to make his plea good.

J. CATRON,
An Associate Justice of Supreme Court U. S.

Washington, 13 March, 1840.

Whereupon, the following writ of error issued pursuant to the above order, the plaintiff in error having complied with the requisitions of the law in such cases, by giving bond with good and sufficient security.

Writ of Error.

UNITED STATES OF AMERICA, *ss.*

The President of the United States, to the Judges of the [L. S.] Circuit Court for the United States, for the District of Columbia, sitting for the county of Washington.

Because in the record and proceedings, as also in the rendition of the judgment of a plea, which is in the said court before you or some of you, between Henry Bradley and Mary, his wife, plaintiffs, and Mary Ann Connor, defendant, a manifest error hath happened to the great damage of the said defendant, as by her complaint appears; we being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ; so that you have the same at Washington on the second Monday of January next, in said Supreme Court, to be then and there held, and that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, which of *right* and according to the laws and custom of the United States, should be done.

Witness the Honorable Roger B. Taney, Chief Justice of said Supreme Court.

W. BRENT,
Clk. Ct. Cr. D. C. for Wash. co'ty.

Issued this 26 day of December, 1840.

Citation.

DISTRICT OF COLUMBIA, *ss.*

The United States of America, to Henry Bradley and Mary, his wife, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, on the second Monday of January next, pursuant to a writ of error filed in the Clerk's office of the Circuit Court of the United States, for the District of Columbia, in the county of Washington, wherein Mary Ann Connor is plaintiff in error, and you are defendant in error, to shew cause, if any there be, why judgment rendered against the said plaintiff in error should not be duly corrected, and why speedy justice should not be done to the parties in this behalf.

Witness the Hon. W. Cranch, Chief Judge of the Circuit Court of the District of Columbia, this 26th day of December, 1840.

Service acknowledged. JOS. H. BRADLEY,
Atty. for Henry Bradley and Mary, his wife.

Know all men by these presents, that we, Mary Ann Connor, J. H. Sherburne, C. S. Fowler, J. K. Rogers, and Wm. Cammack, are held and firmly bound unto Henry Bradley and Mary Bradley, his wife, in the full and just sum of two hundred dollars, current money, to be paid to the said Henry Bradley and Mary, his wife, their certain attorney, executors, administrators, or assigns, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 26th day of December, 1840.

Copy—Test:

W. BRENT, *Clk.*

Whereas, lately at a Circuit Court of the United States, for the District of Columbia, sitting for the county of Washington, in a suit pending in the said court, wherein the said Henry Bradley and Mary, his wife, were plaintiffs, and the said Mary Ann Connor was defendant, judgment was rendered against the said defendant, and she having obtained a writ of error, and filed a copy thereof in the Clerk's office of the said Circuit Court, to reverse the judgment in the aforesaid suit; and a citation directed to the said Henry Bradley and Mary, his wife, citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington on the second Monday in January next.

Now the condition of the above obligation is such, that if the said Mary Ann Connor shall prosecute her writ with effect, and answer all damages and costs, if she fails to make her plea good, then the above obligation to be null and void, otherwise to be and remain in full force and virtue in law.

MARY A. W. CONNOR, [L. S.]
J. H. SHERBURNE, [L. S.]
C. S. FOWLER, [L. S.]
J. K. ROGERS, [L. S.]
WM. CAMMACK. [L. S.]

Signed, sealed, and delivered in the presence of
C. S. FOWLER.

Approved:

W. CRANCH.

Whereupon a transcript of the record of the judgment aforesaid, with all things thereto relating, is herewith transmitted to the said Supreme Court, as follows, to wit:

Style of Court.

DISTRICT OF COLUMBIA, *to wit:*

At a Circuit Court of the District *of the District* of Columbia, begun and held in and for the county of Washington, at the city of Washington, on the fourth Monday of November, being the twenty-fifth day of the same month, in the year of our Lord one thousand eight hundred and thirty-nine, and of the independence of the United States the sixty-fourth.

Present, the Honorable William Cranch, Chief Judge; Buckner Thruston and James S. Morsell, Assistant Judges; Alexander Hunter, Esq. Marshal; William Brent, Clerk.

In the record of the proceedings of the said court, among others are the following, to wit:

Parties.

HENRY BRADLEY & MARY, his wife,
vs.
MARY ANN CONNER.

Be it remembered, that heretofore, to wit, on the fourteenth day of November, in the year of our Lord one thousand eight hundred and thirty-eight, John Doe, lessee of the said Henry Bradley and wife, by Joseph H. Bradley, Esq., his attorney, declared in the circuit court here, against Richard Roe, in a plea of trespass in ejectment, with a notice thereto annexed in manner and form following, to wit:

Nar.

DISTRICT OF COLUMBIA, *Washington County, sct.*

Richard Roe was attached to answer unto John Doe, of a plea wherefore, with force and arms, &c. he, the said Richard Roe, entered into a certain piece or parcel of ground lying in the city of Washington, and county aforesaid, and being part of square numbered nine hundred and six upon the plan of said city, beginning for the said part, thirty-four feet north from the south-west corner of said square, at the intersection of L street south, and 7th street east, and running thence on the line of said 7th street east, thirty-five feet north; thence east thirty feet; thence south thirty-five feet; thence west thirty feet, to the beginning; together with the dwelling houses, messuages and tenements thereon, with the appurtenances, which William Prout had demised to the said John Doe for a term which is not yet expired; and also, wherefore, the said Richard Roe, with force and arms, &c., entered into a certain other piece or parcel of ground lying in the said city of Washington and county aforesaid, and being part of a certain other square

numbered 906, upon the plan of the said city, beginning for the said part thirty-four feet north, from the south-west corner of said square at the intersection of L street south, with 7th street west, and running thence on the line of 7th street east, 35 feet north; thence east thirty feet; thence south 35 feet; thence west thirty feet, to the beginning; together with the dwelling houses, messuages and tenements thereon, with the appurtenances, which Henry Bradley and Mary, his wife, had demised to the said John Doe for a term of years which is not yet expired, and ejected him from his said land, and other wrongs to the said John Doe, then and there did, to the great damage of the said John Doe, and against the peace and government of the United States, &c.

And thereupon, the said John Doe, by Joseph H. Bradley, his attorney, complains, that whereas, William Prout, on the first day of January, 1827, at the county aforesaid, had demised the said land and tenements, with the appurtenances, to the said John Doe and his assigns, from thenceforth, for and during, and unto the full end and term of fifty years, from thence next ensuing, and fully to be complete and ended. And also, that whereas, the said Henry Bradley and Mary, his wife, on the *first day of January*, 1838, in the county aforesaid, had demised the said land and tenements, secondly above mentioned, with the appurtenances, to the said John Doe, to have and to hold the same to the said John Doe and his assigns, from thenceforth, for and during, and unto the full end and term of twenty years, from thence next ensuing, and fully to be complete and ended.

By virtue of which said several demises, the said John Doe entered into the said several lands and tenements above described, with the appurtenances, and became, and was thereof possessed for the said several terms so to him thereof respectively granted as aforesaid, and the said John Doe being so thereof possessed, the said Richard Roe, afterwards, to wit, on the second day of January last past, with force and arms, &c., entered into the said several lands and tenements, first above mentioned, with the appurtenances, which the said William Prout, and Henry Bradley and Mary, his wife, had respectively demised to him, the said John Doe, in manner and for the several terms aforesaid, which are not yet expired, and ejected the said John Doe from his said several farms, and other wrongs to she said John Doe, then and there did, to the great damage of the said John Doe, and against the peace and government of the United States.

JOS. H. BRADLEY, *Att'y.*

Notice to Terre ten't.

I am informed that you are in possession or claim title to the premises in this declaration of ejectment mentioned, or some part thereof, and I being sued in this action as a casual ejector, and having no claim or title to the same, do advise you to appear on

the 4th Monday of this present month of November, 1838, in the circuit court of the District of Columbia, for the county of Washington, by some attorney of that court, and then and there, by rule of the same court, to cause yourselves to be made defendants in my stead; otherwise I shall suffer judgment to be entered therein against me, and you will be turned out of possession.

Dated this 3d day of November, 1838.

RICHARD ROE.

To

BENJAMIN BELL,
AARON DENHAM,
HENRY B. JOSLIN &
RICHARD JONES.

A copy of which said declaration and notice was made, and sent to the Marshal of the District of Columbia, thereon endorsed, "to be served on the defendants, the tenants in possession, or set up on the premises at least days before the return thereof."

Nov. term.

At which mentioned fourth Monday of November, in the year of our Lord one thousand eight hundred and thirty-eight, being the day of the return of the aforegoing declaration in ejectment, comes into the said circuit court here, the said John Doe, lessee of the said Henry Bradley and Mary, his wife, by his attorney aforesaid; and the Marshal to whom the said declaration in ejectment and notice as aforesaid was in form aforesaid made and sent, certifies his service thereof to the court here, in form following, to wit:

Marshal's return.

"I hereby certify, that I did on the day of November, eighteen hundred and thirty-eight, serve Benjamin Bell, Aaron Denham, Henry B. Joslin and Richard Jones, the tenants in possession of the premises mentioned in the declaration hereunto annexed, or some part thereof, with a true copy of the declaration and notice thereunder written, and hereto annexed."

Whereupon the said John Doe, lessee of Henry Bradley and Mary, his wife, by his attorney aforesaid, prays that the defendants, the tenants in possession of the premises aforesaid, or those under whom they claim, may appear and answer to the declaration aforesaid.

Appearance of landlord.

Thereupon, Mary Ann Conner, landlord of the premises in question, comes here into court, by Brent & Brent, Esquires, her

attorney; thereupon, on motion of the said John Doe, lessee as aforesaid, by his attorney aforesaid, it is ordered by the court here, that the said Mary Ann Conner, landlord of the said premises in question, be joined and made defendant, together with Benjamin Bell, Aaron Denham, Henry B. Joslin and Richard Jones, tenants in possession of the said premises, in the common rule by consent in ejectment, instead of the casual ejector, in case the aforesaid tenants shall appear; and it is further ordered, that in case the said tenants shall neglect to appear, the said Mary Ann Conner may appear by herself, and defend her title to the premises in question, or of such part thereof for which she shall hereafter take defence pursuant to the statute, she hereby consenting to enter into the like rule, that the said tenants by the course of the court, in case they had appeared, ought to have done; nevertheless, the plaintiff shall be at liberty to sign judgment against the casual ejector, but execution is hereby staid until this court shall make further order therein; and by consent of the said Mary Ann Conner, by her attorney aforesaid, it is further ordered, that the said Mary Ann Conner, upon the trial to be had, shall admit herself to be in the actual possession of the said premises, or of such part thereof for which she shall hereafter take defence.

And thereupon, the said Mary Ann Conner defends the force and injury, when, &c., and prays leave of the court to imparle until the fourth Monday of March next, and then to ascertain her defence, and answer to the declaration aforesaid, of the said John Doe, lessee as aforesaid, in the plea aforesaid, and he has *has* it, and the same day is given to the said John Doe, lessee as aforesaid.

March term, 1839.

At which said fourth Monday of March, in the year of our Lord one thousand eight hundred and thirty-nine, to which said *said* the said Mary Ann Conner had leave to imparle, and then to ascertain her defence and answer to the declaration of the said John Doe, lessee as aforesaid in the plea aforesaid, come again into the circuit court here, as well as the said John Doe, lessee as aforesaid, by his attorney aforesaid, as the said Mary Ann Conner, by her attorney aforesaid.

Defence on title—not guilty, and issue.

And the said Mary Ann Conner, by her attorney aforesaid, as before, defends the force and injury, when, &c., and takes her defence of and upon the premises in question upon her title thereto, and says, that she is not guilty of the trespass and ejectment in the said declaration mentioned, in manner and form as the said John Doe, lessee as aforesaid, above complains against her, and of this she puts herself upon the country, &c.

Venire facias to Nov. term, 1839.

And the said John Doe, lessee as aforesaid, in like manner, &c.; therefore, let a jury therein appear before the court here, on the fourth Monday of November next, by whom, &c., and who neither &c., to recognize, &c., because as well, &c., and the same day is given to the said parties, then and there, &c.

And now, to wit, the said fourth Monday of November, in the year of our Lord one thousand eight hundred and thirty-nine, comes again into the circuit court here, as well as the said John Doe, lessee as aforesaid, by his attorney aforesaid, as the said Mary Ann Conner, by her attorney aforesaid.

Whereupon, for trying the issue aforesaid, it is ordered by the court here, that twelve persons from the pannel of petit jurors returned to the court here by the Marshal of the District aforesaid, be drawn by ballot according to law; and twelve persons being so drawn and called, come, to wit:

Jury.

1 Richard Brooke,	7 Henry Haw,
2 John G. Robinson,	8 Thomas Magill,
3 Charles L. Gant,	9 Joel Cruttenden,
4 Samuel Hanson,	10 Robert K. Nevitt,
5 Richard C. Washington,	11 Samuel Drury,
6 Robert S. Patterson,	12 James Middleton.

Who being empannelled and sworn to say the truth in the premises, upon their oath do say:

Verdict.

That the said Mary Ann Conner is guilty of the trespass and ejectment aforesaid, in manner and form as the said John Doe, lessee as aforesaid, hath complained, and they assess to him one cent damages.

Judgment on verdict.

Therefore, it is considered by the court here, that the said John Doe, lessee as aforesaid, recover against the said Mary Ann Conner his term aforesaid, yet to come and unexpired, of, in, and unto the certain piece or parcel of ground, messuage and tenement, in the declaration mentioned, and that the said John Doe, lessee as aforesaid, have thereof his possession against the said Mary Ann Conner, & so forth. And it is also considered by the court here, that the said John Doe, lessee as aforesaid, recover against the said Mary Ann Conner, as well the sum of one cent, the damages

assessed by the jury aforesaid, as the sum of dollars and cents by the court here, unto him, on his assent, adjudged for his costs and charges by him about his suit in this behalf laid out and expended, and the said defendant in mercy, &c.

Memorandum.

Before the jurors aforesaid withdrew from the bar of the court here, the said Mary Ann Connor, by her attorney aforesaid, filed in court here the following bills of exceptions, to wit:

Defendant's 1st Bill of Exceptions.

Def'ts' 1st Exception.

HENRY BRADLEY and MARY, his wife, *vs.* MARY ANN CONNER. } Ejectment—Nov. T. 1839.

On this trial of this cause, the plaintiffs, to maintain the issue on their part joined, gave in evidence a lease from William Prout to Joseph B. Parsons, as follows, (copied in page 23,) and proved that the premises in question are the same as those mentioned in said lease; they farther gave evidence, to show that Joseph B. Parsons entered into the possession of the said premises under the said lease, and continued to occupy them until his death, which happened some time in the year 1813; that he left a widow and seven children, of whom the defendant is one; that his widow was left in the possession thereof at his death, and remained and continued in said possession until the death of said William Prout, which happened some time in the year 1823; that previous to the year 1815, she paid to the said William Prout, one hundred dollars on account of the purchase of the fee simple of the said lot; that some time after the death of the said William Prout, the said widow of Joseph B. Parsons, abandoned the possession of the said premises to the defendant, and the defendant took possession, thereon claiming to hold the lease-hold interest, with the full knowledge and consent of said widow, and of the children of said Joseph B. Parsons; that the defendant thenceforth paid the taxes on the said lot under the said lease, and, from time to time, paid various sums of money on account of the rent due and in arrear under the said lease, and of the accruing rent; that, as appears by the within admission of the defendant filed in this cause, marked A, and as follows, (copied in page 14,) a partition of the estate of said William Prout was made in March, 1831, among his children; that by that partition, the said premises, and the reversionary interest in the land described in the said lease, was assigned Mary Bradley, one of the plaintiffs, in fee simple; that the square in which the

said demised premises are situated, was divided into lots, on the plan of the city of Washington; that after said partition, the said defendant paid monies on account of said rent, under said lease, to said Mary Bradley, and also paid the taxes to the Corporation of the City of Washington, as provided in said lease, to the year 1831; that she failed to pay the taxes for the year 1831, 1832, 1833 and 1834, amounting in all to the sum of $44 33-100, and the said lease-hold interest was set up for sale, and it not producing enough, the fee simple of the ground described in said lease was set up for sale for taxes, and was sold; that at the time of the said tax sale, there was personal property on the said ground, liable for said taxes, more than sufficient to pay said taxes, and the said ground was improved property, having a dwelling house upon it; that after said tax sale, the defendant promised the plaintiffs to redeem said property, and failed to do so within the two years next succeeding said sale; that she waited until said two years had elapsed, and then called upon Allison Nailor, the purchaser thereof at said tax sale, and represented to him that she was the owner of the said property, and obtained from him an assignment of his certificate of purchase at said tax sale; that afterwards, the said assignment was cancelled, because the corporation could make no deed to an assignee, and the said Nailor received a conveyance from the Corporation of Washington, and then executed a conveyance to the defendant of the premises in question, and the defendant then set up a claim to the premises in fee simple, and adverse to the plaintiffs; that on the day of October, 1838, there was rent due and in arrear, under the said lease, amounting to $193; and that there was not more than $30 of personal property on the said premises, liable to distress for rent, on the day of October, or at the time of bringing this action; and here the plaintiffs rested. And thereupon, the defendant, by her counsel, prayed the court to instruct the jury, that, under the evidence aforesaid, the plaintiffs are not entitled to recover in this action; which instruction the court refused to give, and the defendant excepts thereto, and prays the court to sign and seal this bill of exceptions, which is done accordingly.

W. CRANCH, [L. S.]
JAMES S. MORSELL. [L. S.]

Defendant's 2nd Exception.

After the evidence stated in the aforegoing bill of exceptions had been given to the jury, the defendant gave evidence, tending to prove that the premises in dispute were assessed on the books of the Corporation of Washington, since 1813 until 1838, in the name of Joseph B. Parsons' heirs; and that said premises became liable to said corporation for the taxes imposed thereon for the years 1831, 1832, 1833, and 1834, amounting, in all, to the sum of

$44 13, part of which said amount having been in arrear for more than two years; and the said corporation, by George Adams, their collector, advertised said premises for sale at public auction, on the 19th of December, 1835, by advertisement inserted, for more than 12 successive weeks next preceding said 19th December, 1835, in the National Intelligencer, a newspaper published in the city of Washington, a copy of which advertisement, marked B, is hereto annexed as part hereof, (copied in page 15.) And the defendant further gave evidence, tending to prove that on the said 19th December, 1835, the said George Adams, as collector aforesaid, did first set up and expose to public auction, the lease-hold interest in said premises, but received no bid for the same; and immediately thereafter, on the same day, and at the same place, set up and exposed to public sale the fee simple interest and estate in said premises, at which sale one Allison Nailor became the bona fide purchaser, on his own account and for his own benefit, for the sum of forty-nine dollars and eighty-three cents, that being the amount of taxes due thereon and of the expense of selling the same; which said amount the said Nailor then paid in full to the collector, and afterwards, on the 7th of March, 1838, received a deed from said corporation for said premises, (copied in page 16;) and the defendant further gave in evidence, the deed from Nailor to herself, (copied in page 19;) and also gave evidence to prove, that she never applied to said Nailor in any way for a conveyance, transfer, or purchase of said premises, until more than two years had elapsed from the day of said tax sale; and she here rested her defence. Whereupon, the court, at the instance of the plaintiffs' counsel, instructed the jury as follows: That if the jury should be of opinion, from the evidence aforesaid, that the heirs of the said Joseph B. Parsons, in the said advertisement named, were not, at the time of the publication of the said advertisement, the true and actual lawful owners of the premises, advertised in their name as aforesaid; that the said square No. 906, had, before that time, been divided into lots; and that the number of the lot, of which the said premises were a part, was not mentioned or stated in the said advertisement; that the said tax sale of the said premises was void; and the aforesaid deed from the Mayor of the city of Washington to the said Allison Nailor, furnished no ground of defence in this action.

To which instruction the defendant excepts, and this, her bill of exceptions, is signed, sealed, and ordered to be enrolled, this 27th of December, 1839.

W. CRANCH, [L. S.]
JAMES S. MORSELL. [L. S.]

Paper, marked A, referred to in Defendant's 1st Bill of Exceptions, page 10.

It is admitted, on the part of the defendant, that by a partition,

made in March, 1831, among the children of William Prout, there was assigned in severalty to Mary Bradley, one of the lessors of the plaintiff, the following described real estate, viz: Square 906, part of lot 3, beginning for the same 34 feet from the south-west corner of the square, and fronting on 7th street, east, running thence north, still fronting 7th street, 35 feet; thence east 30 feet; thence south 35 feet; thence west 30 feet, from the beginning.

Paper, marked B, referred to in Defendant's 2d Bill of Exceptions, page 12.

COLLECTOR'S OFFICE, of the 5th and 6th Wards,
Washington, September 24th, 1835.

On Saturday, the 19th day of December, 1835, I shall proceed to sell at public sale, at the City Hall, in the city of Washington, the following described property, or such part thereof, not less than half a lot, except where less than half a lot has been assessed, then such part as will be necessary to satisfy the Corporation of the City of Washington, for the taxes due thereon up to the year 1834, inclusive, together with all costs and charges, unless said taxes are previously paid to the subscriber, with such expenses and fees as may have accrued thereon, at the time of payment. Sale to commence at 10 o'clock in the morning.

To whom Assessed.	1830	1831	1832	1833	1834	Total.
Parsons, Joseph B., heirs of.						
Square 906, part, and imp.		9 33	13 69	13 69	7 42	$44 13

Beginning 34 feet from the south-west corner of said square, running thence north, with the line of 7th street, east 35 feet; thence east 30 feet; thence south 35 feet; thence west 30 feet, to the beginning. Terms cash.

(Signed) GEORGE ADAMS, *Collector*.

Deed from Corporation of Washington to Allison Nailor, referred to in Defendant's 2d Exception, page 13.

CORPORATION OF WASHINGTON to ALLISON NAILOR. } Received 12th June, 1838.

This indenture, made this seventh day of March, in the year of our Lord one thousand eight hundred and thirty-eight, between the Mayor, Board of Aldermen and Board of Common Council of the City of Washington, of the one part, and Allison Nailor, of the same place, of the other part, witnesseth: that whereas, the said corporation, in virtue of the powers in them vested by their charter, have, from time to time, laid and imposed certain annual taxes, on the real and personal assessable property within the said

city, agreeably to the several assessments thereof, and have, by sundry acts, providing for the collection of such taxes, enacted, "That, whenever two or more years' taxes, on real property, whether improved or unimproved, in the city of Washington, shall remain due and unpaid, or whenever any special tax, on any real property shall remain unpaid for two or more years, after the same shall have become due, it shall be the duty of the collector in whose hands such taxes may be placed for collection, to sell such real property, or so much thereof, not less than a lot, (when the property on which the taxes has accrued is not less than that quantity,) as may be necessary to pay any such taxes, with all legal costs and charges thereon, at public sale, to satisfy the said corporation therefor;" subject, however, to the terms, conditions, provisions and restrictions, as are in said acts mentioned, first giving such notice of the time and place of sale, as said acts require.

And whereas, part of square numbered nine hundred and six, and improvements, beginning for said part thirty-four feet from the southwest corner of said square, running thence north, with the line of Seventh street; east, thirty-five feet; thence east thirty feet; thence south thirty-five feet; thence west thirty feet to the beginning, lying and being within the said city, became chargeable as the property, and in the name of Joseph B. Parson's heirs, with the following taxes, that is to say: for the years 1831, 1832, 1833 and 1834, the sum of forty-four dollars and thirteen cents. And whereas, the property above described, having become liable to sale under the act above quoted, George Adams, the collector, in whose hands the said taxes were placed for collection, failing to collect them in any other way, after having previously given public notice for the sale, by advertisement thereof, for twelve successive weeks next before the day of sale, in the National Intelligencer, a newspaper printed in the city of Washington, therein describing the said property, to whom assessed at the time of such advertisement, the said amount of taxes due, and the years for which they were due, did offer for sale at public auction, on the nineteenth day of December, A. D. 1835, first of the lease-hold of said property, and no one bidding therefor, then the fee simple, when the said Allison Nailor being the highest bidder, became the purchaser thereof, for the sum of forty-nine dollars and eighty-three cents, and then paid to the said collector the taxes aforesaid, and the expenses of said sale, amounting to forty-nine dollars and eighty-three cents; and more than two years having elapsed since the day of said sale, and the said property not having been redeemed, as by law provided, the said Allison Nailor has become entitled to a conveyance thereof.

Now, therefore, this Indenture witnesseth that the said Mayor, Board of Aldermen and Board of Common Council, parties of the first part, in consideration of the premises, and of the sum of one dollar current money, to them in hand paid by the said party of

the second part, at, or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said party of the second part, his heirs and assigns forever, all the hereinbefore described part of square numbered nine hundred and six, with the improvements and appurtenances: to have and to hold the said premises, with the appurtenances, unto the said party of the second part, his heirs and assigns forever, to his and their use.

In testimony whereof, the Mayor of the said city hath hereunto set his hand, and caused the seal of the said corporation to be affixed, on the day and year first above written. [L. S.]

PETER FORCE, *Mayor*.

Attest: WM. HEWITT, *Reg*.

DISTRICT OF COLUMBIA, WASHINGTON COUNTY, *sct*.

Be it remembered, that on this seventh day of March, in the year of our Lord, one thousand eight hundred and thirty-eight, before the subscribers, two justices of the peace, in and for the county of Washington, personally appears Peter Force, Esq., Mayor of the city of Washington, and acknowledges the foregoing indenture or instrument of writing, to be the act and deed of the Mayor, Board of Aldermen & Board of Common Council of the city of Washington, delivered for the use and purposes therein expressed.

WM. HEWITT,
C. H. WILTBERGER.

Deed from Allison Nailor to Mary Ann Conner, referred to in defendant's 2d exception, page 13.

This indenture, made this second day of June, in the year of our Lord one thousand eight hundred and thirty-eight, between Allison Nailor and Rachel Nailor, his wife, of the city of Washington, D. C., of the first part, and Mary Ann Conner, of the same place, of the second part, witnesseth: that the said parties of the first part, in consideration of the sum of one dollar, to them in hand paid, before the sealing and delivery of these presents, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey to the said party of the second part, heirs and assigns, all the right, title, interest and claim, of the said parties of the first part, as the same was derived from the corporation of Washington, by its indenture, dated the seventh day of March, A. D. eighteen hundred and thirty-eight, and recorded in the clerk's office for the county of Washing-

ton, simultaneous with this deed, of, in, and to the following property, to wit:

Part of square numbered nine hundred and six, beginning for the said part, thirty-four feet from the southwest corner of said square, and running thence north with the line of Seventh street; east, thirty-five feet; thence east thirty feet; thence south thirty-five feet; thence west thirty feet, to the beginning—together with the buildings, improvements, rights and appurtenances, to the same belonging, or in any manner appertaining: to have and to hold the said premises and appurtenances, unto the said party of the second part, her heirs and assigns forever; and the said parties of the first part, for themselves, their heirs, executors and administrators, covenant and agree to, and with the said party of the second part, her heirs and assigns, that they will warrant and forever defend the said property and appurtenances hereby bargained and sold, unto the said party of the second part, her heirs and assigns, from and against all persons claiming, or to claim by, under or through them, or either of them, their heirs and assigns, but not against any other claims or claimants whatsoever.

In testimony whereof, the said parties of the first part have hereunto set their hands and affixed their seals, the day and year first hereinbefore written.

ALLISON NAILOR, [L. S.]
RACHEL NAILOR. [L. S.]

Signed, sealed and delivered, in presence of
C. H. WILLBERGER,
B. K. MORSELL.

DISTRICT OF COLUMBIA,
County of Washington, to wit:

We, C. H. Willberger and B. K. Morsell, Justices of the Peace in and for the county aforesaid, do hereby certify, that Allison Nailor, and Rachel, his wife, parties to a certain deed, bearing date the eleventh day of June, A. D. eighteen hundred and thirty-eight, and hereto annexed, personally appeared before us, in our county aforesaid, the said Allison and Rachel, being personally well known to us as the persons who executed the said deed, and acknowledged the same to be their act and deed. And the said Rachel Nailor being by us at the same time examined, privily and apart from her husband, and having the deed aforesaid fully explained to her, she, the said Rachel Nailor, acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed and delivered the same, and that she wished not to retract it.

Given under our hands and seals, this eleventh day of June, A. D. eighteen hundred and thirty-eight.

C. H. WILTBERGER, [L. S.]
B. K. MORSELL. [L. S.]

On the back of the aforegoing deed, was the following endorsement, to wit:

Received 12th June, 1838, to be recorded, and the same day was recorded in Liber W. B., No. 69, folios 3, 4 and 5, one of the Land Records of Washington County, in the District of Columbia, and examined by

W. BRENT, *Clk.*

Lease from William Prout to Joseph B. Parsons, referred to in defendant's 2d bill of exceptions, page 9.

This indenture, made this twentieth day of February, in the year of our Lord one thousand eight hundred and seven, between William Prout, of the city Washington, in the District of Columbia, of the one part, and Joseph B. Parsons of the city of Washington, in the District aforesaid, of the other part: witnesseth, that the said William Prout, for and in consideration of the rents, covenants and agreements, hereinafter mentioned and reserved, on the part and behalf of the said Joseph B. Parsons, to be paid, done and performed, hath demised, leased and to farm letten, and by these presents doth demise, lease and to farm let unto the said Joseph Parsons, his heirs, executors, administrators and assigns, all that piece or portion of ground, lying and being in the city of Washington aforesaid, being part of a square numbered nine hundred and six, beginning for the said piece of ground, thirty-four feet from the south-west corner of L street south, and fronting on Seventh street east thirty-five feet, still fronting on said Seventh street; thence east thirty feet thence south thirty-five; feet thence west thirty feet, to the beginning. To have and to hold the said piece or portion of ground, unto the said Joseph B. Parsons, his heirs, executors, administrators and assigns, from the thirteenth (13) day of March last, for and during and until the full end and term of ninety-nine years, thence next ensuing, fully to be complete and ended; and him the said Joseph B. Parsons, his heirs, executors, administrators or assigns, yielding and paying therefor, and every year, on the thirteenth day of March, during the said term, unto the said William Prout, his heirs, executors, administrators or assigns, the sum of thirty-five dollars, clear of all taxes, charges, rates or assessments whatsoever, which may become due on said piece of ground; and it is expressly understood, covenanted and agreed, that if the said yearly rent of thirty-five dollars hereby reserved, or any part thereof, shall be unpaid at the expiration of sixty days *of* the same shall become due, and not sufficient effects on the premises whereon to levy the said rent, and shall and may be lawful for him the said William Prout, his heirs, or assigns, in and upon the premises hereby granted, with the appurtenances, to re-enter, and him, the said Joseph B. Parsons, heirs, executors,

administrators or assigns, from thence to eject, remove and expel, and the same again to repossess and enjoy in the same full, ample and unlimited manner, as if this indenture had never been executed. And the said Joseph B. Parsons, his heirs, executors and administrators, doth hereby covenant and agree, to and with the said William Prout, his heirs and assigns, that him, the said Joseph B. Parsons, his heirs, executors and administrators, the said reserved rent, at the time or times when the same ought to be paid according to the reservation aforesaid, will well and truly pay, or cause to be paid unto the said William Prout, his heirs and assigns; and he, the said William Prout for himself, his heirs and assigns, doth hereby covenant and agree to, and with the said Joseph B. Parsons, his heirs, executors, administrators and assigns, that he, the said William Prout, his heirs and assigns, shall and will at any time or times, during the present or any future demise in consequence of the presents, at the reasonable request, and at the costs and charges in the law of the said Joseph B. Parsons, his heirs, executors, administrators or assigns, make and execute another lease or demise, of and for the said premises, for and during the like term of ninety-nine years from the date of such new lease or demise, for and upon the like rents, conditions, covenants and agreements, as are herein reserved and contained, and will in like manner renew such new lease or demise, from ninety-nine years, to ninety years forever, so that the said demise shall be according to the true intent and meaning of the parties, renewable forever, and renewed for and upon the rents, covenants and agreements aforesaid; and it is also covenanted and agreed, that if the said Joseph B. Parsons, his heirs, executors or administrators, do and shall, at any time or times hereafter, pay unto the said William Prout, his heirs, executors, administrators or assigns, any sum or sums of money, over and above the sum of money which may at that time be due and in arrear for rent, towards the purchasing the said piece or portion of ground, in fee simple, that then immediately after the end of the ensuing year, the annual rent of thirty-five dollars in future shall be abated, in the same proportion which the said sum or sums of money so paid bears to the sum of one hundred and ninety dollars and eighty-seven and a half cents, current money of the United States, the price of the said piece or portion of ground.

And it is also covenanted and agreed, that if the said Joseph B. Parsons, his heirs, executors, administrators or assigns, shall at any time or times hereafter, before the expiration of the said term of years, pay unto the said William Prout, his heirs, executors, administrators or assigns, the sum of one hundred and ninety-six dollars and eighty-seven and a half cents, over and above all rents for said piece of ground, that may then be in arrear, that then and in that case, he, the said William Prout, his heirs and assigns, shall and will make and execute a good and sufficient deed of release,